

# **EXHIBITS – D 1**

**CARRINGTON**  
MORTGAGE SERVICESP. O. Box 3549  
Anaheim, CA 92803

EXHIBIT - D 1

0000610 01 MB 0.420 \*\*AUTO T3 0 9186 29483-938699 -C04-P00610-I

NELSON L BRUCE  
1605 Central Ave  
Suite 6 #167  
Summerville SC 29483-9386**Property Address:**  
144 PAVILION STREET  
SUMMERVILLE, SC 29483

Loan Number: 7000124554

04/10/2017

**Notice of Sale of Ownership of Mortgage Loan**

Under federal law, borrowers are required to be notified in writing whenever ownership of a mortgage loan secured by their principal dwelling is sold, transferred or assigned (collectively, "sold") to a new creditor. This Notice is to inform you that your prior creditor has sold your mortgage loan (see loan information below) to the new creditor identified below.

**\*\*NOTE: The new creditor is not the servicer of your loan. The servicer (identified below) acts on behalf of the new creditor to handle the ongoing administration of your loan, including the collection of mortgage payments. Please continue to send your mortgage payments as directed by the servicer, and NOT to the new creditor. Payments sent to the new creditor instead of the servicer may result in late charges on your loan and your account becoming past due. Neither the new creditor nor the servicer is responsible for late charges or other consequences of any misdirected payment.**

**SHOULD YOU HAVE ANY QUESTIONS REGARDING YOUR LOAN, PLEASE CONTACT THE SERVICER USING THE CONTACT INFORMATION SET FORTH BELOW.** The servicer is authorized to handle routine inquiries and requests regarding your loan and, if necessary, to inform the new creditor of your request and communicate to you any decision with respect to such request.

Please note that the sale of your loan to us may also result in a change of servicer. If this occurs, you will receive a separate notice, required under federal law, providing information regarding the new servicer.

**LOAN INFORMATION**Date of Loan: 03/30/2009  
Original Amount of Loan: \$161,385.00  
Date Your Loan was Sold to the New Creditor: 03/13/2017  
Prior Loan Number: 202985786  
Current Loan Number: 7000124554  
Address of Mortgaged Property: 144 PAVILION STREET  
SUMMERVILLE, SC 29483

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**SERVICER INFORMATION**

**Name:** Carrington Mortgage Services, LLC  
**Mailing Address:** P.O. Box 5001, Westfield, IN 46074  
**Telephone Number (Toll free):** 877-267-1221  
**Website:** <https://carringtonms.com>

Scope of responsibilities: The servicer is responsible for all ongoing administration of your loan, including receipt and processing of payments, resolution of payment-related issues, and response to any other inquiries you may have regarding your loan.

**NEW CREDITOR INFORMATION**

**Please be advised that all questions involving the administration of your loan (including questions related to payments, deferrals, modifications or foreclosures) should be directed to the servicer at the number above and/or the agent (if any) of the new creditor identified below, and not to the new creditor. The new creditor does not have access to information relating to the administration of your loan, and will not be able to answer most loan-related questions.**

**Name:** Wilmington Savings Fund Society FSB as trustee of Stanwich Mortgage Loan Trust C

**Mailing Address (not for payments):** 1600 South Douglass Road  
Suite 200-B  
Anaheim, CA 92806

**Telephone Number:** 877-267-1221

Scope of responsibilities: As new creditor, the above-named trust holds legal title to your loan. The trustee, on behalf of the new creditor, is authorized to receive legal notices and to exercise (or cause an agent on its behalf to exercise) certain rights of ownership with respect to your loan.

The transfer of the lien associated with your loan is, or in the future may be, recorded in the public records of the local County Recorder's office for the county or local jurisdiction where your property is located. If checked ☒ ownership of your loan is also recorded on the registry of the Mortgage Electronic Registrations System at 1818 Library Street, Suite 300, Reston, VA 20190.

Our rights and obligations as new creditor, and consequently our authority to respond favorably to your requests or inquiries may be limited by the terms of one or more contracts related to the securitization of your loan.

**Partial Payment:**

Your lender:

☐ may accept payments that are less than the full amount due ("partial payments") and apply partial payments to your loan.

☒ may hold partial payments in a separate account until you pay the remainder of the payment and then apply the full periodic payment to your loan.

☐ does not accept partial payments.

If this loan is sold to a new lender, your new lender may have a different payment policy.

**IMPORTANT DISCLOSURES****EXHIBIT - D 1****-VERBAL INQUIRIES & COMPLAINTS-**

For verbal inquiries and complaints about your mortgage loan, please contact the CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC, by calling 1-800-561-4567. The CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC is toll free and you may call from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday. You may also visit our website at <https://carringtonms.com/>.

**-IMPORTANT BANKRUPTCY NOTICE-**

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

**-CREDIT REPORTING-**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**-MINI MIRANDA-**

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

**-HUD COUNSELOR INFORMATION-**

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to [www.consumerfinance.gov/find-a-housing-counselor](http://www.consumerfinance.gov/find-a-housing-counselor).

**-EQUAL CREDIT OPPORTUNITY ACT NOTICE-**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

**-SCRA DISCLOSURE-**

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at (888) 267-5474.

**-NOTICES OF ERROR AND INFORMATION REQUESTS, QUALIFIED WRITTEN REQUESTS (QWR)-**

Written complaints and inquiries classified as Notices of Error and Information Requests or QWRs must be submitted to Carrington Mortgage Services, LLC by fax to 800-486-5134, or in writing to Carrington Mortgage Services, LLC, and Attention: Customer Service, P.O. Box 5001, Westfield, IN 46074. Please include your loan number on all pages of the correspondence. You have the right to request documents we relied upon in reaching our determination. You may request such documents or receive further assistance by contacting the CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC toll free at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time. You may also visit our website at <https://carringtonms.com/>.

EXHIBIT - D 1

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# **EXHIBITS – D 2**



P.O. Box 5001  
Westfield, IN 46074

EXHIBIT - D 2

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NELSON L BRUCE  
1605 Central Ave  
Suite 6 #167  
Summerville SC 29483-9386



**Property Address:**  
144 PAVILION STREET  
SUMMERVILLE, SC 29483



Loan Number: 7000124554

05/10/2017

### NOTICE OF SERVICING TRANSFER

Re: Carrington Mortgage Services Loan #: 7000124554  
Bank of America N.A. Loan #: 202985786

Dear Customer(s):

The servicing of your mortgage loan is being transferred, effective 05/02/2017. This means that after this date, Carrington Mortgage Services, LLC ("CMS") will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change.

Bank of America N.A. is now collecting your payments. Bank of America N.A. will stop accepting payments received from you after 05/01/2017.

CMS will collect your payments going forward. CMS will start accepting payments received from you on 05/02/2017.

Send all payments due on or after 05/02/2017 to CMS at this address: Carrington Mortgage Services, LLC, P.O. Box 79001, Phoenix, AZ 85062. Please include your new CMS loan number as specified at the top of this letter on your check and all future correspondence.

If you have any questions for either your present servicer, Bank of America N.A. or your new servicer, CMS, about your mortgage loan or this transfer, please contact them using the information below:

**Current Servicer:**

Bank of America N.A.  
Customer Service Department  
800-669-6607  
Customer Service Correspondence  
P.O. Box 31785  
Tampa, FL 33631-3785

**New Servicer:**

Carrington Mortgage Services, LLC  
Attention: Customer Service Department  
877-267-1221  
P.O. Box 5001  
Westfield, IN 46074



EXHIBIT - D 2

The CUSTOMER SERVICE DEPARTMENT for CMS is toll free and you may call from 7am to 5pm PST Monday - Friday. You may also visit our website at <https://carringtonms.com>.

If you have been including premiums for life, disability, accidental death, or any other type of optional insurance, this coverage will be discontinued. You should contact the provider of the optional insurance or other membership product directly regarding continued availability or for alternative options.

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by Bank of America N.A. on or before its due date may not be treated by CMS as late, and a late fee may not be imposed on you.



If your monthly payment is being electronically drawn from your checking or savings account by Bank of America N.A., this process will be discontinued in connection with the servicing transfer. Please visit our website at <https://carringtonms.com>, or contact one of our Customer Service Representatives, toll-free, at 877-267-1221, for available payment options.

Effective as of the servicing transfer date, you will be subject to the enclosed privacy policies of CMS and you may also obtain a copy of the privacy notice by visiting our website at <https://carringtonms.com>.

It is our pleasure to welcome you as one of our mortgage customers. CMS places a high level of importance on quality customer service and we are confident that we will provide the world class service to which you are accustomed.

Sincerely,

Loan Servicing Department  
Carrington Mortgage Services, LLC

Note: See Debt Validation Attachment.



**NOTICE**

***Pursuant to Fair Debt Collection Practices Act  
15 U.S.C. Section 1692, et seq.***

CMS Loan #: 7000124554

Current Creditor: Wilmington Savings Fund Society FSB as trustee of Stanwich Mortgage Loan Trust C

Current Servicer: Carrington Mortgage Services, LLC (CMS)

Dear Borrower:

This Notice is to remind you that you owe a debt. As of the date of this Notice, the amount of the debt you owe is \$189,539.88.

In addition, we would like to advise you that you have thirty (30) days after receipt of this Notice to dispute the validity of the above debt, or any portion thereof, and if you do not do so, we will assume the debt is valid. If you notify us in writing within this thirty (30) day period that you dispute the debt, or any portion thereof, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by us.

Upon your written request within thirty (30) days after receipt of this Notice, we will provide you with the name and address of your original creditor, if different from your current creditor.

If you have any questions concerning this loan, please call our toll free number at 877-267-1221. Our office hours are from Monday through Friday 8:00 a.m. to 8:00 p.m. Eastern Time.

**YOU HAVE THE RIGHT TO MAKE A WRITTEN REQUEST TO CMS TO CEASE FURTHER COMMUNICATION WITH YOU. A WRITTEN REQUEST TO CEASE COMMUNICATION WILL NOT PROHIBIT CMS FROM TAKING ANY OTHER ACTION AUTHORIZED BY LAW TO COLLECT THE DEBT.**

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**IMPORTANT DISCLOSURES****-VERBAL INQUIRIES & COMPLAINTS-**

For verbal inquiries and complaints about your mortgage loan, please contact the CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC, by calling 1-800-561-4567. The CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC is toll free and you may call from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday. You may also visit our website at <https://carringtonms.com/>.

**-IMPORTANT BANKRUPTCY NOTICE-**

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

**-CREDIT REPORTING-**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**-MINI MIRANDA-**

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

**-HUD COUNSELOR INFORMATION-**

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to [www.consumerfinance.gov/find-a-housing-counselor](http://www.consumerfinance.gov/find-a-housing-counselor).

**-EQUAL CREDIT OPPORTUNITY ACT NOTICE-**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

**-SCRA DISCLOSURE-**

**MILITARY PERSONNEL/SERVICEMEMBERS:** If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at (888) 267-5474.

**-NOTICES OF ERROR AND INFORMATION REQUESTS, QUALIFIED WRITTEN REQUESTS (QWR)-**

Written complaints and inquiries classified as Notices of Error and Information Requests or QWRs must be submitted to Carrington Mortgage Services, LLC by fax to 800-486-5134, or in writing to Carrington Mortgage Services, LLC, and Attention: Customer Service, P.O. Box 5001, Westfield, IN 46074. Please include your loan number on all pages of the correspondence. You have the right to request documents we relied upon in reaching our determination. You may request such documents or receive further assistance by contacting the CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC toll free at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time. You may also visit our website at <https://carringtonms.com/>.

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P.O. Box 5001  
Westfield, IN 46074

# **Carrington Mortgage Services, LLC**

## **Quick Reference**

## **Customer Self Help**

EXHIBIT - D 2

**Carrington Mortgage Services Loan Number: 7000124554**

### **Important Information:**

Welcome to Carrington Mortgage Services, LLC. We look forward to servicing your mortgage loan with our expert Loan Servicing Specialists.

**Steps to Make an Automated Phone Payment – Fee: \$5.00, unless prohibited by applicable law.**

1. Dial Toll Free Number: (800) 561-4567.
2. Enter "Option 2" (for assistance with your account).
3. When prompted, enter Loan Number, then enter the last four digits of your Social Security Number.
4. To make a payment by phone press "Option 1".
5. To make an Automated Payment by Phone and incur a \$5.00 fee, press "1".
6. When prompted, enter Loan Number, then enter the last four numbers of the primary borrower's Social Security Number.
7. When prompted, enter Routing Number and Checking Account Number.
8. Confirm payments by following the automated prompt.

Payments submitted after 11:00 PM Eastern Time/8:00 PM Pacific Time or on a Sunday will be processed the next business day.

All payments submitted on a Sunday (even if submitted on the last day of the month) will post the following business day.

### **Steps to Make a Web Payment - Fee: \$0.00**

1. Enter the following web address in your internet browser: <https://carringtonms.com>
2. If you have not created an online account please select "Sign Up" under New User.
  - a. You will be required to agree to the Terms and Conditions of the website.
  - b. Please have your Loan Number and Social Security Number available to establish your online account.
  - c. You will be required to create a user name and password.
3. Once online, click "Make a Payment" to make your monthly mortgage payment via our secured website.
  - a. Payment Options: Checking or Savings Account (No debit/credit cards or money market accounts).
4. You will be prompted to agree to the Terms and Conditions of the Western Union Payment System for Carrington Mortgage Services, LLC.
5. You will need to provide the following information:
  - a. Email Address
  - b. Select Checking or Savings Account Radial Button
  - c. Routing Number
  - d. Banking Account Number
  - e. (Optional) Select whether to conveniently store your account information for your next scheduled payment.
6. Click "Continue".
  - a. Validate Routing and Banking Account Numbers.
  - b. Submit payment.

Payments submitted after 11:00 PM, Eastern Time/ 8:00 PM Pacific Time or on a Sunday will be processed the next business day.

EXHIBIT - D 2

All payments submitted on a Sunday (even if submitted on the last day of the month) will post the following business day.





# **EXHIBITS – D 3**





Online Dispute Service

## Credit Report

Please review the details of the resolution to your request for investigation or change of information.

To view your revised credit report based on the resolution, click the **Credit Report** tab. If you purchased your TransUnion Personal Credit Score originally, the credit score may be updated depending on the resolution. To see the updated score, click the **Credit Score** tab (it will not be available if you did not purchase your TransUnion Personal Credit Score originally). To learn your consumer rights, click the **Summary of Rights** tab. To learn how to protect yourself against credit fraud, click the **Fraud Prevention** tab.

**NOTE: Your credit report has been revised based on your investigation request. If you are not satisfied with the resolution and/or the changes, please print and complete a Request for Investigation form and return it by mail together with any supporting documentation. You may also add a consumer statement of 100 words or less to your credit report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you.**

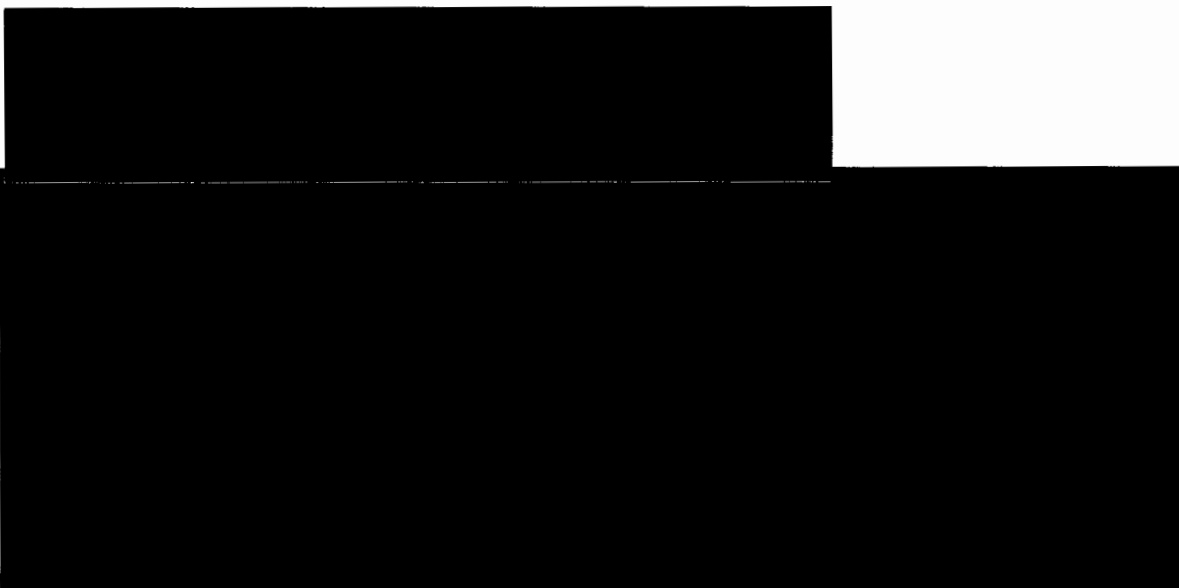
## Credit File Details

### PERSONAL INFORMATION



Names Reported: NELSON L. BRUCE and NELSON BRUCE

### ADDRESSES REPORTED



### Current File

File Number:

334959402

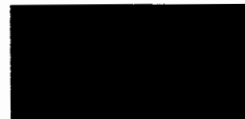
Report Date:

01/04/2018

Name:

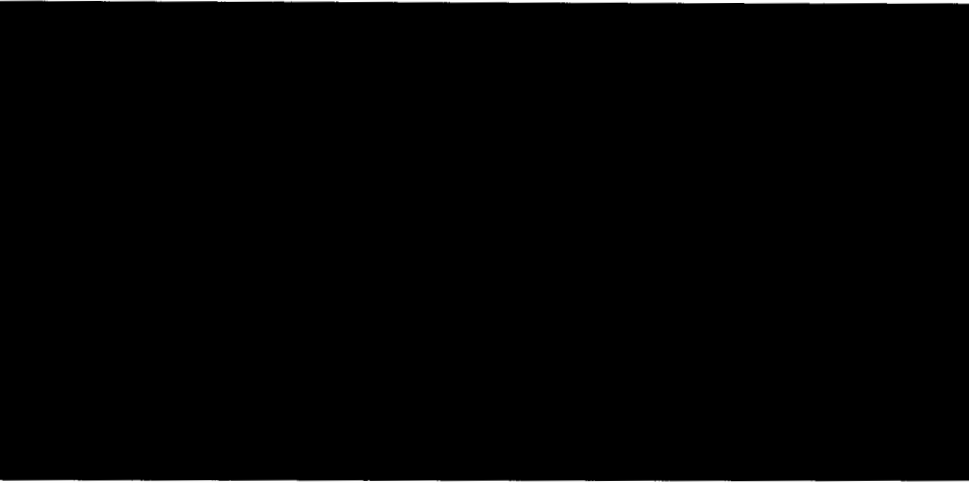
NELSON L. BRUCE

Address:



**EXHIBIT - D 3****PUBLIC RECORDS**

You may be required to explain these items to potential creditors. Generally, this information was collected from public record sources by TransUnion or a company we hired to collect such information. If you submit a dispute of the accuracy of a public record item, TransUnion may update the item based on the information you provide, or we may investigate your dispute by checking with the public record source or by asking our vendor to verify that the current status of the public record is reported accurately. Dismissed Chapter 13 bankruptcy remains on your file for up to 10 years.

**ACCOUNT INFORMATION**

Typically, creditors report any changes made to your account information monthly. This means that some accounts listed below may not reflect the most recent activity until the creditor's next reporting. This information may include things such as balances, payments, dates, remarks, ratings, etc. The Key(s) below are provided to help you understand some of the account information that could be reported.

**Rating Key:**

Some creditors report the timeliness of your payments each month in relation to your agreement with them. The ratings in the key below describe the payments that may be reported by your creditors. Please note: Some but not all of these ratings may be present in your credit report.

<b>N/R</b>	Not Reported	<b>30</b>	30 days late	<b>120</b>	120+ days late	<b>RPO</b>	Repossession
<b>X</b>	Unknown	<b>60</b>	60 days late	<b>COL</b>	Collection	<b>C/O</b>	Charge Off
<b>OK</b>	Current	<b>90</b>	90 days late	<b>VS</b>	Voluntary Surrender	<b>FC</b>	Foreclosure

**Remarks Key:**

Additionally, some creditors may notate your account with comments each month. We refer to these creditor comments as 'Remarks'. The key below gives the descriptions of the abbreviated remarks contained in your credit file. Any remark containing brackets > < indicates that this remark is considered adverse.

**CBC** ACCOUNT CLOSED BY CONSUMER**ADVERSE ACCOUNTS****BAC HOME LOANS SERV LP #20298\*\*\*\***

4909 SAVARESE CIRCLE, FL1-908-01-47  
Tampa, FL 33634  
(800) 669-6607

Date Opened: 03/30/2009	Responsibility: Individual Account	Account Type: Mortgage Account	Loan Type: FHA REAL ESTATE MORTGAGE
Balance: \$0	Date Updated: 05/01/2017	Last Payment Made: 07/06/2015	High Balance: \$161,385
Pay Status: >Account 120 Days Past Due Date<	Terms: \$1,081 per month, paid Monthly for 396 months	Date Closed: 05/01/2017	

Remark: Maximum Delinquency of 120 days in 03/2011 and in 05/2017

Estimated month and year that this item will be removed: 07/2022

TransUnion

<https://onlinedispute.transunion.com/oda/odic/searchInvestigation/resolu...>

EXHIBIT - D 3

	04/2017	03/2017	02/2017	01/2017	12/2016	11/2016	10/2016	09/2016	
Rating	X	X	X	120	X	X	X	X	
	08/2016	07/2016	06/2016	05/2016	04/2016	03/2016	02/2016	01/2016	
Rating	X	X	X	120	X	X	X	X	
	12/2015	11/2015	10/2015	09/2015	08/2015	07/2015	06/2015	05/2015	
Rating	X	X	X	30	OK	OK	OK	OK	
	04/2015	03/2015	02/2015	01/2015	12/2014	11/2014	10/2014	09/2014	
Rating	OK	OK	OK	OK	OK	OK	OK	OK	
	08/2014	07/2014	06/2014	05/2014	04/2014	03/2014	02/2014	01/2014	
Rating	OK	OK	OK	OK	OK	OK	OK	OK	
	12/2013	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	
Rating	OK	OK	OK	OK	OK	OK	OK	OK	
	04/2013	03/2013	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	
Rating	OK	OK	120	120	120	120	120	120	
	08/2012	07/2012	06/2012	05/2012	04/2012	03/2012	02/2012	01/2012	
Rating	120	120	120	120	120	120	120	120	
	12/2011	11/2011	10/2011	09/2011	08/2011	07/2011	06/2011	05/2011	
Rating	120	120	120	120	120	X	120	120	
	04/2011	03/2011	02/2011	01/2011	12/2010				
Rating	120	120	90	60	30				

EXHIBIT - D 3

**CARRINGTON MORTGAGE SERVICES #700012\*\*\*\***

2201 EAST 196TH STREET  
WESTFIELD, IN 46074  
(800) 561-4561

Date Opened: 03/30/2009	Responsibility: Individual Account	Account Type: Mortgage Account	Loan Type: FHA REAL ESTATE MORTGAGE
Balance: \$196,389	Date Updated: 11/30/2017	Last Payment Made: 07/01/2015	High Balance: \$161,385
Past Due: >\$34,538<	Pay Status: >Account 120 Days Past Due Date<	Terms: \$1,081 per month, paid Monthly for 408 months	

Remark: Maximum Delinquency of 120 days in 08/2017 and in 11/2017 for \$34,538

Estimated month and year that this item will be removed: 07/2022

	10/2017	09/2017	08/2017	07/2017	06/2017	05/2017
Rating	120	120	120	X	X	X

**ONEMAIN FINANCIAL #607439033432\*\*\*\***

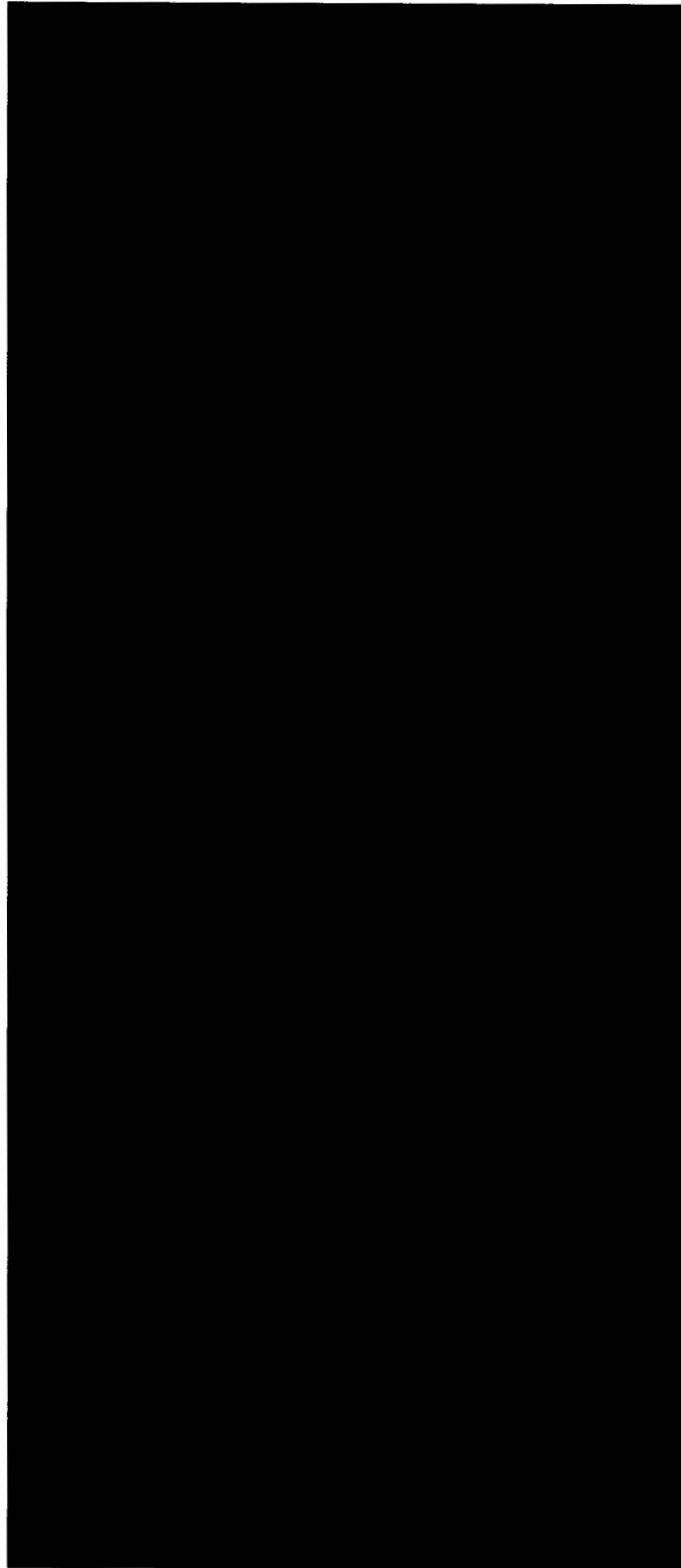
6801 COLWELL BLVD.C/S CARE DEPT  
IRVING, TX 75039  
(800) 922-6235

TransUnion

<https://onlinedispute.transunion.com/oda/odic/searchInvestigation/resolu...>

EXHIBIT - D 3

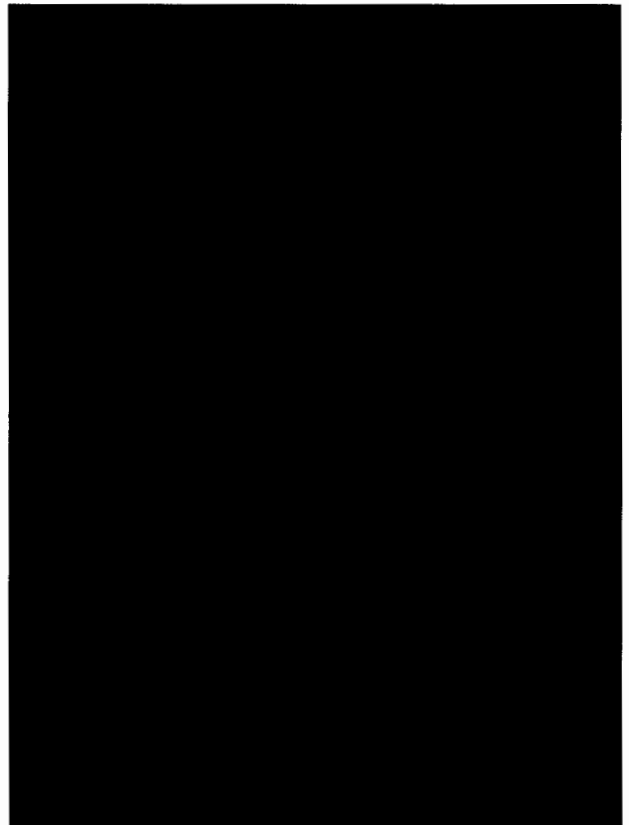
company inquiries, certain collection companies may have access to other collection company inquiries, and users of a report for employment purposes may have access to other employment inquiries, where permitted by law).



**BANK OF AMERICA**  
P.O. BOX 982238  
EL PASO, TX 79998  
(800) 421-2110

Requested On:

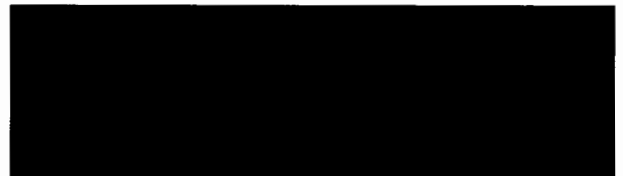
10/09/2017



**BANK OF AMERICA**  
4161 PIEDMONT PARKWAY  
GREENSBORO, NC 27410  
(800) 451-6362

Requested On:

05/29/2017



1/21/2021

Dispute Categories

EXHIBIT - D 3



Review the information below to make sure it's accurate. If you want to dispute an item, select it and follow the prompts. You can add multiple items before you submit your dispute. Questions about your dispute options? [See our FAQ](#).

## Personal Information

If you need to update your SSN or birth date, or add a new name, address or phone number, [see our FAQ](#).

Your SSN has been masked for your protection.

### Credit Report Date

01/21/2021

### Social Security Number

XXX-XX-7185

### Date of Birth

09/28/1982

### Name

NELSON L. BRUCE

### Also Known As

You have no AKAs reported.

### Addresses



### Phone Numbers

1/21/2021

Dispute Categories

EXHIBIT - D 3

Name

**Account Review Inquiries**

The listing of a company's inquiry in this section means that they obtained information from your credit file in connection with an account review or other business transaction with you. These inquiries are not seen by anyone but you and will not be used in scoring your credit file (except insurance companies may have access to other insurance company inquiries, certain collection companies may have access to other collection company inquiries, and users of a report for employment purposes may have access to other employment inquiries, where permitted by law).

Name

**BANK OF AMERICA**

Location

PO BOX 982238

EL PASO, TX 79998

Requested On

01/15/2021

Phone

(800) 421-2110

**CARRINGTON MORTGAGE SERV**

Location

1610 E ST ANDREWS

SANTA ANA, CA 92705

Requested On

07/07/2020

Phone

(800) 561-4567



# **EXHIBITS – D 4**

EXHIBIT - D 4

ACDV Response:		334959402171001	
Account Number:	5786	SSN:	7185
Consumer Name:	NELSON LEON BRUCE	Control Number:	334959402171001
Date Received:	2017-05-11 02:22:18	Originator:	TransUnion
Response Code:	24: Consumer's dispute not specific. Consumer Information verified. Account information updated	Subscriber Code:	427S002
Response Date:	05/26/2017	DF Contact Number:	
Response Due Date:	06/06/2017	DF Authorized Name:	Abilash Kshatriya
Queue Name:	ISERIES		
Dispute Information:			
Dispute Code 1:	112: Consumer states inaccurate information. Provide or confirm complete ID and account information.		
Dispute Code 2:	023: Claims account closed. Verify Date Closed, Compliance Condition Code and Special Comment Code.		
FCRA Relevant Information:			
Image Information:			
Associated Images:	No		
Image ID:			
Image Accessed Indicators:			
Consumer Information:			
	Request Data	Response Data	Same / Diff
Last Name:	BRUCE	BRUCE	Same
First Name:	NELSON	NELSON	Same
Middle Name:	LEON	L	Different
Generation Code:			
Prev. Last Name:	NELSON		Unknown
Prev. First Name:	L		Unknown
Prev. Middle Name:	BRUCE		Unknown
Prev. Generation Code:			
SSN:	7185		Same
Date Of Birth:	1982		Same
Telephone Number:			Unknown
ECOA Code:	1: Individual		
Street Address:	144 PAVILION ST	1605 Central Ave Suite 6 #167	Different
City:	SUMMERVILLE	Summerville	
State:	SC: South Carolina	SC: South Carolina	
Zip:	294838444	29483	
Prev. Street Address:	4501 HARBOUR LAKE DR APT 9G		Unknown
Prev. City:	GOOSE CREEK		
Prev. State:	SC: South Carolina		
Prev. Zip:	294455927		
2nd Prev. Street Address:	4118 GENESEE AVE		
2nd Prev. City:	SAN DIEGO		
2nd Prev. State:	CA: California		
2nd Prev. Zip:	921112716		
3.34959E+14			
Account Information:			
	Request Data	Response Data	
Account Status:	82: Account 120-149 days past the due date.	05: Account transferred.	
Payment Rating:	4: 120 - 149 days past the due date	4: 120 - 149 days past the due date	

Bruce 19cv3456 000120

EXHIBIT - D 4

Cond. / Cum. Status:		
CII:		
MOP:		
CCC:	XB: Account information disputed by consumer under the Fair Credit Reporting Act.	XR: Removes the most recently reported Compliance Condition Code.
SCC:	BO: Foreclosure proceedings started.	O: Account transferred to another company/servicer.
Portfolio Type:	M: Mortgage	
Account Type:	19: Federal Housing Administration (FHA) Real Estate Mortgage (Terms Duration in years)	
Interest Type Indicator:		
Terms Duration:	396	33
Terms Frequency:	M: Monthly	
Date Opened:	03/30/2009	
Date of Account Information:	02/10/2017	05/01/2017
Date of Last Payment:	07/06/2015	
Date Closed:		
FCRA DOFD:	08/01/2015	08/01/2015
Current Balance:	170312	0
Amount Past Due:	19624	0
High Credit / Original Amt.:	161385	
Credit Limit:		
Original Charge Off Amount:		
Actual Payment:		
Scheduled Monthly Payment:	1081	0
Original Creditor Name:		
Creditor Classification:		
Agency ID:		
Sec. Mktg. Agency Acct Num:		
Mortgage ID Number (MIN):	6523	
Specialized Payment Ind.:		
Defrd. Payment Start Date:		
Balloon Payment Amt.:		
Balloon Payment Due Date:		
Portfolio Indicator:		
Purchased From / Sold To:		
Narrative / Remarks:		

## Account History

Year		Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
2017	Req.									D	D	D	4
	Resp.									-	-	-	-
2016	Req.	D	D	D	D	D	D	D	4	D	D	D	D
	Resp.	-	-	-	-	-	-	-	-	-	-	-	-
2015	Req.	D	D	D	1	0	0	0	0	0	0	0	0
	Resp.	-	-	-	-	-	-	-	-	-	-	-	-
2014	Req.	0	0	0	0	0	0	0	0	0	0	0	0
	Resp.	-	-	-	-	-	-	-	-	-	-	-	-
2013	Req.	0	0	0	0	0	0	0	0	0	0	4	4
	Resp.	-	-	-	-	-	-	-	-	-	-	-	-
2012	Req.	4	4	4	4	4	4	4	4	4	4	4	4
	Resp.	-	-	-	-	-	-	-	-	-	-	-	-
2011	Req.	4	4	4	4	4	D	4	4	4	4	3	2
	Req.	-	-	-	-	-	-	-	-	-	-	-	-
2010	Req.	1	1	1	8	-	-	-	-	-	-	-	-
	Res	-	-	-	-	-	-	-	-	-	-	-	-

3.34959E+14

## Associated Consumer Information

Last Name:		
First Name:		
Middle Name:		
Generation Code:		
SSN:		
Date Of Birth:		
Telephone Number:		
ECOA Code:		
CII:		

Bruce 19cv3456 000121

EXHIBIT - D 4

Street Address:		
City:		
State:		
Zip:		
Submitted by:	Abilash Kshatriya	Date: 05/26/2017
By submitting this ACDV, you certify that you have reviewed and considered all associated images, you have verified the accuracy of the data in compliance with all legal requirements, and your computer and/or manual records will be adjusted to reflect any changes noted.		



EXHIBIT - D 4

ACDV Response:		334959402171002	
Account Number:	5786	SSN:	7185
Consumer Name:	NELSON LEON BRUCE	Control Number:	334959402171002
Date Received:	2017-05-25 02:22:03	Originator:	TransUnion
Response Code:	24:Consumer's dispute not specific. Consumer Information verified. Account information updated	Subscriber Code:	427S002
Response Date:	06/13/2017	DF Contact Number:	
Response Due Date:	06/20/2017	DF Authorized Name:	Abilash Kshatriya
Queue Name:	ISERIES		
Dispute Information:			
Dispute Code 1:	023:Claims account closed. Verify Date Closed, Compliance Condition Code and Special Comment Code.		
Dispute Code 2:	112:Consumer states inaccurate information. Provide or confirm complete ID and account information.		
FCRA Relevant Information:	the balance is zero		
Image Information:			
Associated Images:	No		
Image ID:			
Image Accessed Indicators:			
Consumer Information:			
	Request Data	Response Data	Same / Diff
Last Name:	BRUCE	BRUCE	Same
First Name:	NELSON	NELSON	Same
Middle Name:	LEON	L	Different
Generation Code:			
Prev. Last Name:	NELSON		Unknown
Prev. First Name:	L		Unknown
Prev. Middle Name:	BRUCE		Unknown
Prev.Generation Code:			
SSN:	7185		Same
Date Of Birth:	1982		Same
Telephone Number:			Unknown
ECOA Code:	1:Individual		
Street Address:	144 PAVILION ST	1605 Central Ave Suite 6 #167	Different
City:	SUMMERVILLE	Summerville	
State:	SC:South Carolina	SC:South Carolina	
Zip:	294838444	29483	
Prev. Street Address:	4501 HARBOUR LAKE DR APT 9G		Unknown
Prev. City:	GOOSE CREEK		
Prev. State:	SC:South Carolina		
Prev. Zip:	294455927		
2nd Prev. Street Address:	4118 GENESEE AVE		
2nd Prev. City:	SAN DIEGO		
2nd Prev. State:	CA:California		
2nd Prev. Zip:	921112716		
3.34959E+14			
Account Information:			
	Request Data	Response Data	
Account Status:	82:Account 120-149 days past the due date.	05:Account transferred.	
Payment Rating:	4:120 - 149 days past the due date	6:180 or more days past the due date	

Bruce 19cv3456 000129

EXHIBIT - D 4

Cond. / Cum. Status:		
CII:		
MOP:		
CCC:	XB: Account information disputed by consumer under the Fair Credit Reporting Act.	XR: Removes the most recently reported Compliance Condition Code.
SCC:	BO: Foreclosure proceedings started.	O: Account transferred to another company/servicer.
Portfolio Type:	M: Mortgage	
Account Type:	19: Federal Housing Administration (FHA) Real Estate Mortgage (Terms Duration in years)	
Interest Type Indicator:		
Terms Duration:	396	33
Terms Frequency:	M: Monthly	
Date Opened:	03/30/2009	
Date of Account Information:	02/10/2017	05/01/2017
Date of Last Payment:	07/06/2015	
Date Closed:		
FCRA DOFD:	08/01/2015	08/01/2015
Current Balance:	170312	0
Amount Past Due:	19624	0
High Credit / Original Amt.:	161385	
Credit Limit:		
Original Charge Off Amount:		
Actual Payment:		
Scheduled Monthly Payment:	1081	0
Original Creditor Name:		
Creditor Classification:		
Agency ID:		
Sec. Mktg. Agency Acct Num:		
Mortgage ID Number (MIN):	6523	
Specialized Payment Ind.:		
Defrd. Payment Start Date:		
Balloon Payment Amt.:		
Balloon Payment Due Date:		
Portfolio Indicator:		
Purchased From / Sold To:		
Narrative / Remarks:		

## Account History

Year		Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
2017	Req.								-	D	D	D	4
	Resp.								-	-	-	-	-
2016	Req.	D	D	D	D	D	D	D	4	D	D	D	D
	Resp.	-	-	-	-	-	-	-	-	-	-	-	-
2015	Req.	D	D	D	1	0	0	0	0	0	0	0	0
	Resp.	-	-	-	-	-	-	-	-	-	-	-	-
2014	Req.	0	0	0	0	0	0	0	0	0	0	0	0
	Resp.	-	-	-	-	-	-	-	-	-	-	-	-
2013	Req.	0	0	0	0	0	0	0	0	0	0	4	4
	Resp.	-	-	-	-	-	-	-	-	-	-	-	-
2012	Req.	4	4	4	4	4	4	4	4	4	4	4	4
	Resp.	-	-	-	-	-	-	-	-	-	-	-	-
2011	Req.	4	4	4	4	4	D	4	4	4	4	3	2
	Resp.	-	-	-	-	-	-	-	-	-	-	-	-
2010	Req.	1	1	1	B	-	-	-	-	-	-	-	-
	Res	-	-	-	-	-	-	-	-	-	-	-	-

3.34959E+14

## Associated Consumer Information

Last Name:	
First Name:	
Middle Name:	
Generation Code:	
SSN:	
Date Of Birth:	
Telephone Number:	
ECOA Code:	
CII:	

Bruce 19cv3456 000130

EXHIBIT - D 4

Street Address:		
City:		
State:		
Zip:		
Submitted by:	Abilash Kshatriya	Date: 06/13/2017
By submitting this ACDV, you certify that you have reviewed and considered all associated Images, you have verified the accuracy of the data in compliance with all legal requirements, and your computer and/or manual records will be adjusted to reflect any changes noted.		



# **EXHIBITS – D 5**

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Wilmington Savings Fund Society, FSB, as  
Trustee of Stanwich Mortgage Loan Trust C,

Plaintiff,

v.

Nelson L. Bruce; Capital Return Investments  
LLC; Charleston Area CDC; SC Housing  
Corp.; South Carolina Housing Trust Fund;  
Reminisce Homeowners Association, Inc.,

Defendant(s).

17-004206

IN THE COURT OF COMMON PLEAS

C/A NO.: 2016-CP-18-01678

**ORDER**

This matter came before the Court for a hearing on eight motions on March 12, 2020. The Defendant Nelson L. Bruce ("Defendant") appeared, and William S. Koehler, Esq., appeared on behalf of Plaintiff. The Defendant had filed seven of the motions: Amended Motion/Pre-Trial Discovery, Motion/Dismiss, Motion/Vacate March 23, 2018 Order, Motion/Dismiss September 25, 2017 Order, Motion/Vacate September 15, 2017 Order, Motion/TRO and Motion/Stay Proceedings. Plaintiff had filed a Motion to Dismiss Defendant's Counterclaims and to refer the case to the Master in Equity.

**DEFENDANT'S MOTIONS**

With the exception of his Amended Motion for Pre-Trial Discovery, Defendant failed to pay the \$25.00 filing fee for any of his motions. When questioned by the Court on this issue, Defendant stated that he did not believe that he is required to pay motion filing fees. Defendant further asserted that he would want to know how the County uses the proceeds from the motion

filing fees before he would agree to pay the fees. Defendant offered no other explanation for his failure to pay the filing fees.

S.C. CODE § 8-21-320 generally requires that a \$25.00 filing fee be collected for every motion filed in the Court of Common Pleas. Defendant has not demonstrated any reason why he should be exempt from the general requirement imposed by state law.

Therefore, Defendant's Motion to Dismiss, Motion to Vacate the Court's March 23, 2018 Order, Motion to Dismiss the Court's September 25, 2017 Order, Motion to Vacate the Court's September 15, 2017 Order, Motion for Temporary Restraining Order and his Motion to Stay Proceedings are hereby dismissed without prejudice. Defendant may re-file the motions provided he pays the associated fee with each motion.

At hearing, Defendant informed the Court that he did not wish to proceed with the Amended Motion for Pre-trial Discovery at that hearing, so no action was taken on that motion. Defendant's Amended Motion for Pre-Trial Discovery is therefore continued.

### **PLAINTIFF'S MOTION TO DISMISS**

Following the disposition of Defendant's motions, Plaintiff argued its Motion to Dismiss Plaintiff's Counterclaims.

"[A] ruling on a motion to dismiss under Rule 12(b)(6), SCRCP, must be based solely on the allegations contained in the complaint." Chewning v. Ford Motor Co., 346 S.C. 28, 32, 550 S.E.2d 584, 586 (Ct. App. 2001) citing Baird v. Charleston County, 333 S.C. 519, 527, 511 S.E.2d 69, 73 (1999). "Viewing the evidence in favor of the [non-moving party], the motion must be granted if facts alleged in the complaint and inferences reasonably deductible therefrom do not entitle the plaintiff to relief ..." Chewning v. Ford Motor Co., 346 S.C. 28, 32, 550 S.E.2d 584.

586 (Ct. App. 2001) citing Jarrell v. Petoseed Co., 331 S.C. 207, 209, 500 S.E.2d 793, 794 (Ct. App. 1998).

Additionally, the well settled rule is that *facts*, and not *legal conclusions*, must be stated in pleadings... Lowry v. Jackson, 27 S.C. 318, 323, 3 S.E. 473, 477 (1887). In reviewing the pleadings the Court is “not bound to accept as true a legal conclusion couched as a factual allegation.” Builder Mart of Am., Inc. v. First Union Corp., 349 S.C. 500, 512, 563 S.E.2d 352, 358 (Ct. App. 2002) *citing* Papasan v. Allain, 478 U.S. 265, 286, 106 S. Ct. 2932, 2944, 92 L. Ed. 2d 209 (1986).

Defendant filed his Amended Response and Countersuit on September 23, 2017. The Caption to his Amended Response appears to identify counterclaims against the Plaintiff for libel, slander, constructive fraud, violation of the Fair Debt Collection Practices Act, and a violation of TILA (presumably the Truth in Lending Act).

#### Defendant’s Counterclaims for Libel and Slander

The Defendant lists counterclaims for Libel and Slander in the caption of his Amended Response and Countersuit. Further, in the body of his response, Defendant states that “the state of South Carolina has laws against libel and slander, and I bring forth my claim for such...”

Under South Carolina law, “[t]he tort of defamation allows a plaintiff to recover for injury to her reputation as the result of the defendant’s communication to others of a false message about the plaintiff. Slander is a spoken defamation while libel is a written defamation or one accompanied by actions or conduct.” Holtzscheiter v. Thomson Newspapers, Inc., 332 S.C. 502 (1998). To recover on a defamation claim, a claimant must establish 1) a false and defamatory statement was made; 2) the unprivileged publication of the statement was made to a third-party;

3) the publisher of the statement was at fault and 4) the statement is actionable. Fountain v. First Reliance Bank, 398 S.C. 434 730 S.E.2d 205 (2012).

Defendant's pleadings do not allege any specific spoken defamatory statement made by the Plaintiff or any publication of statement to third parties. Therefore his claim for slander must be dismissed.

Further, Defendant's pleadings do not identify any specific libelous statements beyond what he refers to as "information on this public record." The Court is unable to determine from the pleadings what libelous statements Plaintiff could be referring to unless the Defendant is referring to the filing of the pleadings in this action. To the extent that the libelous statements to which Defendant refers are contained within the *Lis Pendens*, Summons and Complaint, or any other filed pleadings in this matter, Defendant's claim must be dismissed. The filing of those pleadings are absolutely privileged under South Carolina law and cannot be considered to be libelous:

South Carolina has long recognized that relevant pleadings, even if defamatory, are absolutely privileged. McKesson & Robbins v. Newsome, 206 S.C. 269, 33 S.E.2d 585 (1945); Texas Co. v. C.W. Brewer & Co., 180 S.C. 325, 185 S.E. 623 (1936); Rodgers v. Wise, 193 S.C. 5, 7 S.E.2d 517 (1940); Sanders v. Rollinson, 33 S.C. Law (2 Strob.) 447 (1848) (stating an action for slander based on a defamatory affidavit was a non-suit; the proper attack is under malicious prosecution); *accord* Lone v. Brown, 199 N.J.Super. 420, 489 A.2d 1192, 1195 (App.Div.1985) ("It is well established that statements, written or oral, made by judges, attorneys, witnesses, parties or jurors in the course of judicial proceedings, which have some relation thereto, are absolutely privileged from slander or defamation actions, even if the statements are made with malice."); Kropp v. Prather, 526 S.W.2d 283, 286 (Tex.Civ.App.1975) ("Any communication, oral or written, uttered \*24 or published in the due course of a judicial proceeding is absolutely privileged and cannot form the basis for a cause of action in libel or slander.").

Pond Place Partners, Inc. v. Poole, 351 S.C. 1, 23-24, 567 S.E.2d 881, 893 (Ct. App. 2002)

Therefore, it is appropriate to dismiss Defendant's Counterclaims for Libel and Slander.

### Constructive Fraud

Defendant includes Constructive Fraud in its caption as a counterclaim. To establish constructive fraud, all elements of actual fraud except the element of intent must be established...In order to prove actual fraud, the following elements must be shown: (1) a representation; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury." Pitts v. Jackson Nat. Life Ins. Co., 352 S.C. 219, 333 (Ct.App. 1993). A complaint is fatally defective if it fails to allege all nine elements of fraud. Where the Complaint omits allegations on any element of fraud, the trial court should grant a motion to dismiss. Id.

Defendant's pleadings fail to specify what false representations the Plaintiff has made and, among other things, how the Defendant would have relied on the truth of these allegedly false representations to his detriment. Defendant has therefore failed to plead a cause of action for Constructive Fraud and this counterclaim must be dismissed.

### Violation of the Fair Debt Collection Practices Act

Defendant's Amended Response appears to assert that Plaintiff has violated the Fair Debt Collection Practices Act (FDCPA), but Defendant has not pleaded sufficient facts to support that claim.

The FDCPA only applies to debt collectors. Assuming Plaintiff is collecting a debt, Plaintiff is the holder of the Note and the legal title owner of the Mortgage, so it is not collecting



the debt of another. As the U.S. Supreme Court has stated, “you have to attempt to collect debts owed *another* before you can ever qualify as a debt collector.” Henson v. Santander Consumer USA Inc., 137 S. Ct. 1718, 1724, 198 L. Ed. 2d 177 (2017) (Emphasis in original.)

Further, Plaintiff’s foreclosure action with a waiver of deficiency is not collection of a debt. It has waived deficiency and is seeking only to foreclose its security interest in the property. Enforcing a security interest in real estate is not the collection of a debt. The FDCPA is designed

### Conspiracy

Defendant Response purports to assert a counterclaim for Conspiracy. “A civil conspiracy consists of three elements: (1) A combination of two or more persons, (2) for the purpose of injuring the plaintiff, (3) which causes the plaintiff special damages” Hammond v. Butler, Means, Evins & Brown, 300 S.C. 458, 463, 388 S.E.2d 796, 798 (1990). Defendant has not alleged facts to support any of the elements. In his claim he states “the opposing parties”. There are no opposing parties, only the Plaintiff. There is no combination of two or more persons, which is an essential element of the cause of action.

Defendant has not pleaded facts showing any parties have come together for the purpose of injuring Plaintiff. Additionally, Defendant has not pleaded special damages. Rule 9(g), SCRPC, requires “when items of special damage are claimed, they shall be specifically stated.” In AJG Holdings LLC v. Dunn, the Court of Appeals stated, “To prove special damages, [claimaints] had to show that the acts in furtherance of the conspiracy were separate and independent from other wrongful acts alleged in the complaint. *See Todd v. S.C. Farm Bureau Mut. Ins. Co.*, 276 S.C. 284, 293, 278 S.E.2d 607, 611 (1981). Special damages must be properly pled, or the claim for civil conspiracy will be dismissed. Hackworth v. Greywood at Hammett, LLC, 385 S.C. 110,



115–16, 682 S.E.2d 871, 875 (Ct.App.2009); *see also* Rule 9(g), SCRCP (requiring special damages to be specifically stated in the pleadings). AJG Holdings LLC v. Dunn, 392 S.C. 160, 167–68, 708 S.E.2d 218, 222–23 (Ct. App. 2011), aff'd, 410 S.C. 346, 764 S.E.2d 912 (2014)

The AJG Court cited the Hackworth case, which makes it clear that dismissal is appropriate when special damages are not properly pleaded. The Defendant’s claims for conspiracy should be dismissed.

#### TILA

Defendant has included a counterclaim for “Violation of TILA” in the caption of his Amended Response. The reference would appear to be to the Truth in Lending Act. However, Defendant has not pleaded any specific facts related to a violation of this act. Therefore, the Defendant’s Counterclaim must be dismissed.

#### **PLAINTIFF’S MOTION TO REFER**

In relevant part Rule 53(b) provides: “In an action ... for foreclosure, some or all of the causes of action in a case may be referred to a master.” Rule 71 (a) adds: “Actions to foreclose liens or obtain partition of real property shall be tried by the court, and shall ordinarily be referred to a master pursuant to Rule 53.”

Defendant has sought a jury trial. “A mortgage foreclosure is an action in equity.” U.S. Bank Trust Nat’l Ass’n v. Bell, 385 S.C. 364, 373, 684 S.E.2d 199, 204 (Ct. App. 2009). “Generally, the relevant question in determining the right to trial by jury is whether an action is legal or equitable; there is no right to trial by jury for equitable actions.” Lester v. Dawson, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997).

This foreclosure action is proper to be referred, and Defendant does not have a right to a jury trial.

IT IS THEREFORE ORDERED

1. Defendant's Motion to Dismiss, Motion to Vacate the Court's March 23, 2018 Order, Motion to Dismiss the Court's September 25, 2017 Order, Motion to Vacate the Court's September 15, 2017 Order, Motion for Temporary Restraining Order and his Motion to Stay Proceedings are hereby DISMISSED for failure to pay the required motion fees.
2. Defendant's Amended Motion for Pre-Trial Discovery is hereby CONTINUED.
3. Plaintiff's Motion to Dismiss Defendant's Counterclaims is GRANTED, and the Defendant's Counterclaims are DISMISSED; and
4. This matter is referred to The Honorable James E. Chellis as Master in Equity for Dorchester County.

AND IT IS SO ORDERED.

[Judge's Signature Page to Follow]

EXHIBIT - D



Dorchester Common Pleas

**Case Caption:** Wilmington Savings Fund Society FSB as Trustee of Stanwich M ,  
plaintiff, et al VS Nelson L Bruce , defendant, et al  
**Case Number:** 2016CP1801678  
**Type:** Order/Other

This Order is Hereby GRANTED!

S/ Diane S. Goodstein (2112)

# EXHIBITS - E



5. None of the sworn declarations produced by the defendant's in support of their motion for summary judgment documents that BANA nor any other referenced party was physically present at closing to be able to speak on the signing of any paperwork related to the initial alleged mortgage loan from 03/30/2009.
6. I receive a "Notice of Sale of Ownership of Mortgage Loan" dated 04/10/2017 from Carrington Mortgage Services, LLC ("Carrington"), Notifying me that:
  - The Loan was sold on 03/13/2017 to the New Creditor, Wilmington Savings Fund Society FSB ("Wilmington") as trustee of Stanwich Mortgage Loan Trust C;
  - The prior Loan Number was 202985786 and the current Loan Number is 7000124554;
  - That Carrington is the servicer of the loan who acts on behalf of the new creditor to handle the ongoing administration of the loan including collection of the mortgage payments.
7. I receive a "NOTICE OF SERVICING TRANSFER" dated 05/10/2017 from Carrington stating that (Exhibit - D 1):
  - Carrington is the New Servicer;
  - The servicing of the mortgage loan is being transferred effective 05/02/2017. That after this date, Carrington Mortgage Services, LLC ("CMS") will be collecting mortgage loan payments from me going forward after 05/01/2017.
  - Bank of America, N.A. (BANA) will stop accepting payments after 05/01/2017.
8. I pulled my Transunion Consumer Credit Report on 01/04/2018 which identifies the Date BANA closed the account, last day date the mortgage account was reported which was 04/2017, and the dates BANA requested my consumer reports for review of an account. It also identifies the Date Carrington started reporting the mortgage account transferred to them

which is 05/2017 (Exhibit - D 3).

9. I pulled my Transunion Consumer Credit Report on 01/21/2021 which identifies that Carrington as the New Servicer has the same access the BANA has to do an review and collection of an account (Exhibit - D 3).
10. The copies of the Automated Credit Dispute Verification (ACDV) I received from BANA during discovery identifies a review of the current consumer information that was currently being reported at the time of the Transunion disputes (Exhibit - D 4).
11. I received multiple versions of the alleged mortgage Note from both BANA and Carrington as referenced in my opposition to defendant's motion for summary judgment;

I hereby certify that the foregoing is true and correct so help me God.

Executed this 3<sup>rd</sup> day of June, 2021.

By: \_\_\_\_\_

*Nelson L. Bruce*

Nelson L. Bruce  
c/o 144 Pavilion Street  
Summerville, South Carolina [29483]